

Contract no. 1575

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HOUSING AUTHORITY

Collective Bargaining Agreement

Jersey City Housing Authority

and

**International Service Workers of America
Local #101**

April 1, 1991 through March 31, 1993

**Collective Bargaining Agreement
between
Housing Authority of the City of Jersey City (JCHA)
and
International Service Workers of America, Local 101 (ISWA)**

April 1, 1991 through March 31, 1993

Jersey City Housing Authority

*Eleuterio Maldonado, Jr., Chairman
Gloria Robinson, Vice-Chairwoman*

ISWA Negotiating Team:

*Ralph Perfetto, President
Fred S. Parson, Jr., Vice President
Robert M. Brunner, Sr., Secretary
Patrick Surach, Member*

JCHA Negotiating Team:

*Robert J. Rigby, Jr., Executive Director
Donna M. Brady, Personnel Officer*

ISWA CONTRACT AGREEMENT

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**Contract Agreement
Between
Housing Authority of the City of Jersey City
and
International Service Workers of America
Local #101**

PREAMBLE

This Agreement is made and entered into on this 1st day of April 1991 between the Housing Authority of the City of Jersey City, hereinafter referred to as the "PHA" and Local #101 of the International Service Workers of America, hereinafter referred to as "ISWA".

This Agreement is made and entered into subject to any applicable State and Federal Laws and local ordinances and all attendant rules and regulations.

ARTICLE 1: RECOGNITION

- 1.1: The PHA hereby recognizes ISWA as the exclusive agent for the purpose of collective negotiations for all blue and white collar employees with the exception of titles listed in 1.2 below and subject to the provisions of 1.3 below.
- 1.2: Exclusive from the ISWA unit shall be all Managerial Executives, Heads and Deputy Heads of Departments, Site Managers and Confidential Secretaries to the Executive Director. Specific titles excluded are listed in Appendix A.
- 1.3: The inclusion or exclusion from this unit of any new titles shall be determined by the parties after their creation and if not so resolved shall be submitted to PERC for determination.

ARTICLE 2: EXISTING BENEFITS

- 2.1: Except as hereinafter provided, all items and conditions now in effect as regular employer-employee practice shall remain in effect.
- 2.2: The PHA agrees that it shall not change such items and conditions, whether discussed or not discussed, in this Agreement without negotiating same with ISWA.
- 2.3: This shall in no way contradict what is stated in the Preamble and in Article 3, Management Rights.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1: The PHA hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and constitution of the State of New Jersey and of the United States of America.**
- 3.2: The exercise of the foregoing powers, rights, authority, duties and responsibilities of the PHA, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent to which such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.**
- 3.3: This shall in no way contradict what is stated in the Preamble and in Article 2, Existing Benefits.**

ARTICLE 4: GRIEVANCE PROCEDURE

4.1: Purpose:

The purpose of the Grievance Procedure is to secure, at the lowest level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve such grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure shall be kept as informal as may be appropriate.

4.2: Definition:

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, ISWA or the PHA.

4.3: Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

No employee within the bargaining unit shall have the right to discuss or resolve any grievance without the presence of an ISWA representative, whether such employee is a member or non-member of ISWA.

The PHA should give reasonable notice to ISWA of the date and time of any employee-supervisor meeting to be held for the purpose of resolving a grievance or pending disciplinary action; ISWA attendance at the meeting should not disrupt operations. The PHA cannot guarantee the presence of a Union representative; once reasonable notice is given regarding the meeting, the PHA has met its obligation under this clause. (NOTE: This is not intended to interfere with, reduce, restrict or prohibit routine communications, directives, inquires or exchanges between the PHA's supervisors and respective subordinates).

(a) **Step One**

An aggrieved employee shall institute action under the provisions hereof within 30 calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally; a union representative should be present at the meeting. Failure to act within said 30 calendar days shall be deemed to constitute an abandonment of the grievance. The immediate supervisor shall render a decision in writing within 5 working days after receipt of the grievance.

(b) **Step Two**

1. In the event the grievance is not settled through Step One, the same shall be reduced to writing on the official ISWA Grievance Form, signed by the aggrieved and filed with the Department Head or his/her designee within five (5) working days following the determination by the immediate supervisor.
2. The Department Head or his/her designee shall render a decision in writing within five (5) working days from receipt of the grievance. If the Department Head or his/her designee fails to respond within the stated five (5) working days, the grievance shall go to the next step.

(c) **Step Three**

1. In the event the grievance has not been resolved through Step Two, then within five (5) working days following determination by the Department Head or his/her designee, the matter may be submitted, in writing, on the official ISWA Grievance Form, to the Executive Director or his/her designee. In the event the

Executive Director deems it valuable, during the interim ten (10) day period, a meeting may be held between the Executive Director or his/her designee and the aggrieved and his/her representative.

2. The Executive Director or his/her designee shall render a decision in writing within ten (10) working days from receipt of the grievance.* If he/she fails to respond within ten (10) days, the grievance shall prevail.

(d) Step Four

1. If the grievance is not settled through Step One, Two, or Three, either party may refer the matter to the Public Employment Relations Commission (PERC) within twenty (20) working days after the determination by the Executive Director. An arbitrator shall be selected pursuant to rules of PERC.
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Executive Director and until both the aggrieved and the Chief Shop Steward have executed affidavits indicating that no application to Civil Service has been made. In the event the aggrieved elects to pursue his/her Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.
3. The cost of the services of the arbitration shall be borne equally by the PHA and ISWA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
4. The decision of the arbitrator shall be final and binding on both parties.

4.4: Miscellaneous Provisions

The ISWA President or his/her authorized representative may report an impending grievance to the Department Head in an effort to forestall its occurrence.

* The grievance shall be considered "submitted" only upon actual "in-hand" receipt of the written grievance when such is dated and time stamped by the Executive Director or his/her designee.

ARTICLE 5: DISCIPLINE

- 5.1: Disciplinary action, which may result in or be intended to produce suspension, loss of pay, demotion or removal, may be instituted by the PHA for just cause.**
- 5.2: Disciplinary action shall be limited to the following:**
- (a) Oral or written reprimand;**
 - (b) Suspension and/or voluntary reduction of vacation or Personal Business Days in lieu of suspension;**
 - (c) Restitution of public funds or property;**
 - (d) Demotion;**
 - (e) Removal.**
- 5.3: The use of "restitution" as a disciplinary action option shall be restricted to disciplinary charges that have been sustained and those which specifically involve the misuse of PHA time, equipment, property or theft for personal monetary gain. The employee shall be required to make restitution in an amount equal to the monies improperly attained via personal check or money order or through a voluntary payroll deduction.**

Specific examples include but are not limited to : receipt of payment for services provided to a resident or 3rd party on PHA time and/or with PHA equipment; unauthorized use of residents telephones; misuse of PHA-issued gas or telephone credit cards; and theft of PHA equipment, tools or supplies.

- 5.4: In accordance with New Jersey Administrative Code, 4A:2-2.3, the causes for disciplinary action include, but are not limited to the following:**
- (a) Incompetency, inefficiency or failure to perform job duties;**
 - (b) Insubordination;**
 - (c) Inability to perform job duties;**
 - (d) Chronic or excessive absenteeism or lateness;**
 - (e) Conviction of a crime;**
 - (f) Conduct unbecoming a public employee;**
 - (g) Neglect of duty;**
 - (h) Misuse of public property, including motor vehicles; and**
 - (i) Other sufficient cause.**

ARTICLE 6: SENIORITY

- 6.1: Seniority shall be employed in the selection of vacation, shift assignment, building assignment, lay-off, demotion in lieu of lay-off, recall and any other**

substantial employee advantages which are not controlled by provision of State or Federal Law.

6.2: In the case of lay-offs or recalls, representatives from Management and ISWA shall together review personnel records and recommendations of supervisors and use merit as a factor along with seniority. This shall apply only to non-permanent employees.

6.3: Seniority Applications:

(a) In the determination of seniority, for promotional purposes, date in title and date of PHA hire shall be equally considered.

(b) Seniority, for purposes of lay-offs and demotions in lieu of lay-offs, shall be determined from the date of employment within title (i.e., last employed within title shall be first for lay-off or demotion in lieu of lay-off).

(c) Seniority, for purpose of vacation selection shall be determined from the date of employment within title.

(d) Demotional and/or lateral "bumping" rights to a position held previously shall only be recognized for those employees having held such position for a minimum of ninety (90) consecutive days.

(e) If an employee is moved to a lateral and/or higher position at the request of management, prior to the expiration of the 90 day period, the 90 day minimum requirement shall be waived.

6.4: If two employees are hired on the same date and are equally qualified, including length of active service and "good standing" status, (Satisfactory rating or above in Attendance and Promptness evaluations), seniority shall thereafter be determined on the basis of the earliest date of application.

ARTICLE 7: HOURS OF WORK

7.1: The regular hours of work each day shall be consecutive except for interruptions for lunch periods and one 15-minute "coffee break", the timing of which shall be at the reasonable discretion of the supervisor.

7.2: Blue Collar Workers

(a) The regular work day shall extend over a period of eight hours with one hour thereof allowed off for lunch.

(b) The regular work week shall consist of not more than 35 working hours.

7.3: White Collar Workers

(a) The regular work day shall extend over a period of seven hours with one hour thereof allowed off for lunch.

(b) The regular work week shall consist of not more than 30 working hours.

7.4: Lunch Hours

In the event an employee is required by the supervisor to work during a regularly scheduled lunch hour, the employee may make up said hour at any time during the day. However, if not permitted to make up said lunch hour between 11:00 a.m. and 2:00 p.m., the employee shall receive pay for the lunch hour missed unless the employee volunteers to take the lunch hour outside of 11:00 a.m. and 2:00 p.m. Blue collar workers shall be paid for a missed lunch hour at the rate of time and one half. White collar workers shall be paid for a missed hour at straight time pay. No employee shall be permitted to use the last regularly scheduled hour of the work day as a lunch hour, unless requested by the employee and approved by the supervisor.

7.5: Payday Lunch Hours

All employees shall be allowed to take an extra 15 minutes for lunch on payday for the purpose of cashing their paycheck. All Fridays (payday) lunch hours will therefore be one hour and fifteen minutes. This privilege shall only be withheld by the supervisor for good cause. Lunch hours may be scheduled to begin at 11:00 a.m. and must be completed by 2:00 p.m.

7.6: Except for emergency situations, work schedules shall not be changed unless ISWA is notified of such change and the PHA and ISWA agree to negotiate with regard to such change. Thirty (30) calendar days notice of any intended change shall be given to ISWA.

7.7: The regular work week shall be from Monday to Friday for those employees not regularly scheduled to work Saturday and Sunday.

7.8: Continuous Service

(a) Continuous Service is defined as duty which involves working on a shift which does not allow the employee to have every Saturday or Sunday off

or working a shift that is not consistent with regular working hours. (Defined for this purpose only, to be 7 a.m. to 5 p.m.).

- (b) Any employee working such a shift shall receive \$.90 per hour differential pay rate beginning the week of December 7, 1991, and \$.95 per hour differential pay rate beginning July 4, 1992, added to his/her base salary for every hour worked during the specific week that he/she is designated a "Continuous Service" assignment.

7.9: Every employee may take 15 minutes just prior to the end of the work day for the purpose of putting away tools and cleaning up. This privilege shall only be withheld by the supervisor for good cause.

ARTICLE 8: OVERTIME

8.1: Payments

(a) Blue Collar

Employees shall receive time and one-half pay for all hours worked in excess of seven (7) hours in any day and in excess of thirty-five (35) hours in any given week.

(b) White Collar

For the first hour worked in excess of six (6) hours per day, the employee shall receive overtime pay at his/her straight rate of pay. For the second and all subsequent hours worked in excess of six (6) hours per day, the employee shall receive overtime at the rate of one and one-half times his/her regular rate of pay.

8.2: In the event an employee is called out to work on a day that is a holiday, he/she shall be granted a minimum of four (4) hours of duty. All employees, either scheduled or called out to work on a holiday shall be paid straight time for the holiday and double time for the hours worked.

8.3: When an employee is recalled to duty at a time not overlapping either the beginning or the end of his/her regular work day, such employee shall receive time and one-half pay for hours worked with a minimum guarantee of four (4) hours of work.

8.4: Scheduled overtime shall be voluntary except in emergencies and where insufficient volunteers can be procured to perform the work. (See Appendix B for "Procedures for Assigning Overtime".)

- 8.5: Employees working over two hours beyond their regular work hours shall receive a half-hour paid supper period.
- 8.6: Overtime payments shall be made with the paycheck from the pay period following the pay period in which it is earned.
- 8.7: If an employee is required to manually remove refuse from a disabled compactor or incinerator shaft for more than one (1) day, beginning on the second day of such duty, he/she shall be compensated at time and one half until removed from that duty.
- 8.8: Employees shall receive double time for snow removal performed outside of his/her regularly scheduled work hours.
- 8.9: An employee shall receive overtime pay calculated on the substitution rate of pay when the overtime work is of a substitute nature.

ARTICLE 9: HOLIDAYS

- 9.1: (a) The following days shall be paid holidays:

New Year's Day	Election Day (General)
Dr. Martin Luther King's Birthday	Columbus Day
Abraham Lincoln's Birthday	Veterans' Day
George Washington's Birthday	Thanksgiving Day
Good Friday	1/2 Day Christmas Eve (p.m.)
Memorial Day	Christmas Day
Independence Day	1/2 Day New Year's Eve (p.m.)
Labor Day	

- (b) If any of the above holidays fall on a Saturday, such holiday shall be celebrated on the previous Friday and Friday shall be the premium day.
 - (c) If any of the above holidays fall on a Sunday, such holiday shall be celebrated on the following Monday and Monday shall be the premium day.
- 9.2: In addition to the days set forth in 9.1 above, any special day officially declared by the City of Jersey City as a holiday shall be for similar purpose a holiday for employees of the PHA. A special holiday shall be granted only if the PHA receives at least 12 hours notice of its declaration.

ARTICLE 10: PAID LEAVES OF ABSENCE

10.1: Vacation

- (a) **Members of the Bargaining Unit shall be entitled to the following Vacation Allowances:**

Up to the end of the 1st year:	1 Day Per Month
13 to 48 Months:	17 Working Days
49 to 108 Months:	20 Working Days
109 to 168 Months:	25 Working Days
169 Months and Over:	30 Working Days

- (b) **An employee earns vacation leave at the end of every month based on his/her length of service as specified above; an employee may not use vacation until it has been earned.**
- (c) **Said vacation allowance shall accrue only for a period of two (2) years.**
- (d) **The PHA agrees to give written notice to any employee who is within two (2) months of having accrued annual leave deducted because such has reached the maximum accrued time of two (2) years.**
- (e) **An employee must request, in writing, from his/her supervisor, permission to use vacation leave at least two weeks in advance.**
- (f) **Upon request by the employee, vacation pay shall be paid in advance provided such request is made in writing to the Payroll Division at least two (2) weeks in advance.**
- (g) **In order to afford all employees the opportunity to take some vacation during preferred seasons (i.e. summer and holidays) an employee may request a maximum of three weeks vacation leave at any one time; exceptions may be granted for unavoidable and good reasons and when sufficient coverage is maintained.**
- (h) **Employees shall be notified of vacation leave balances twice each year (i.e., on the payday nearest 4/15 and 10/15, reflecting balances as of 3/31 and 9/30 respectively).**
- (i) **An employee will be paid for any unused vacation leave that has been accumulated within the parameters of the above policies when his/her employment is terminated for any reason.**

10.2: Funeral Leave

- (a) For the purpose of Funeral Leave, immediate family shall be defined as: father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, sister or brother of the employee.
- (b) Such leave for the "immediate" family shall be granted from the day of death until the day after the funeral, not to exceed five (5) days.
- (c) For the purpose of Funeral Leave, other family members shall be defined as: son-in-law, daughter-in-law, sister-in-law and brother-in-law.
- (d) Such leave for "other family members" shall be granted for a period of two (2) days.
- (e) An employee must report such an absence to his/her immediate supervisor as soon as possible and must indicate when he/she will return to work.
- (f) Leave shall be temporarily charged to the employees' vacation or personal business day accruals until such time as the employee submits to the Payroll Division written verification of death and employee's relationship to the deceased. Time off from work due to death in an employee's family shall not be charged against the employee's sick leave.

10.3: Personal Business Days

- (a) All employees shall be entitled to four (4) personal business days per year. Such leave shall be in addition to sick leave and/or vacation leave.
- (b) Personal leave is accrued at the rate of one day per quarter; the leave is available for use at the end of the quarter in which it is earned.
- (c) Said Personal Business Days shall accrue up to the maximum of 30 days, effective April 1, 1992 and thereafter shall be subject to the same rules as vacation time, i.e., "use it or lose it".*

* Notwithstanding the PHA's encouragement that said employees reduce their total by taking PBD's, it is agreed that a "hold harmless" provision would be included for employees over 25 days thereby addressing those specific cases. Current accrued days near or over 30 will not be counted toward the new cap; effective April 1, 1992, affected employees will start moving toward the cap with 25 days, with days already accrued over 25 "held harmless".

- (d) The PHA agrees to give written notice to any employee who is within two (2) months of having accrued Personal Business Days deducted because said leave has reached the maximum accrued time of 30 days.
- (e) Personal leave shall be applied for at least five (5) days prior to the date which the employee wishes off, subject to the approval of the supervisor, except in cases of emergency whereby this five (5) day waiting period is waived. The employee shall be required to identify the nature of the emergency to either the direct or indirect supervisor, or to an appropriate Department Director.
- (f) An employee will be paid for any unused personal leave that has accumulated pursuant to the above terms when his/her employment is terminated for any reason.

10.4: Court Leave

- (a) An employee absent in compliance with the requirements of a Court Order for Jury Duty or Housing Authority business shall suffer no loss of pay provided that the Summons indicating dates served is presented as evidence to the Executive Director or his/her designee at the conclusion of service.
- (b) An employee, while on Jury Duty, is required to report to work if he/she is not scheduled for appearance in Court. Failure to do so will result in the loss of pay.
- (c) Approved court order leave shall not be deducted from the employee's sick, vacation or personal leave.

10.5: Sick Leave

- (a) All employees shall be entitled to sick leave with pay based on the aggregated years of service. Sick leave may be utilized by employees when they are unable to perform work by reason of illness, accident or exposure to contagious disease.
- (b) All employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.
- (c) Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth in 10.5 (a) above.

- (d) If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time except in those working conditions where notices must be made prior to the employee's starting time.
 - 1. If the employee is not able to contact his/her immediate supervisor, he/she must call the indirect, or higher supervisor; the employee must make such calls until he/she contacts a higher supervisor. (Leaving a message with a fellow worker who is not a supervisor is not acceptable).
 - 2. Failure to notify the supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - 3. Absence without notice for five (5) consecutive days shall constitute a "resignation not in good standing".
- (e) An employee who has been absent on sick leave for five (5) consecutive working days shall be required to submit acceptable medical evidence identifying and substantiating the illness.

An employee who is absent for an extended period of time is required to provide the PHA with a written medical report of his/her condition, once a month, unless otherwise requested by the supervisor.
- (f) The PHA may require proof of illness of an employee on sick leave whenever the requirement seems reasonable.
- (g) In the case of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required of the employee returning to work.
- (h) The PHA may require an employee who has been absent from work because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the employer, by a physician designated by the PHA. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return to work will not jeopardize the health of other employees.
- (i) Abuse of sick leave shall be cause for disciplinary action.

- (j) The PHA's policy, "The Attendance and Promptness Evaluation System" outlines in detail the responses and consequences of unsatisfactory attendance and promptness.

10.6: Probationary Employees

Probationary employees earn Vacation, Sick and Personal Business Days from the date of hire, but do not accrue (get credit for and use of) such leave until after they pass their 90 day (or extended) probationary period. If the employee is terminated prior to passing the probationary period, the PHA does not owe any time; if the employee passes the probationary period, he/she will get full credit for time on probation. The only exception is Funeral Leave, which can be taken, notwithstanding probationary status.

ARTICLE 11: UNPAID LEAVES OF ABSENCE

11.1: Administrative/Maternal/Paternal Leave

An employee, who is in "Good Standing" and who has been employed for at least one full year, may be granted, upon his/her written request, a Leave of Absence without pay, not to exceed six (6) months*.

"Good Standing" means that no Time or Attendance failure or pending disciplinary charges or completed disciplinary actions have occurred within the prior six month period; (if there are pending disciplinary charges and those charges are dismissed, the employee will become eligible for an Unpaid Leave of Absence). In the event of ineligibility, the employee-applicant will become eligible six months after the initial request was submitted, provided that there have not been any additional Time and Attendance failures or pending charges or completed disciplinary actions during that period.

A request for an Unpaid Leave of Absence must be approved by the Supervisor and the Executive Director and shall only be granted when the PHA is satisfied that the employee fully intends to return to his/her position and there are no circumstances indicating that such return is not probable.

* The "Good Standing" provision does not apply when an employee requests an Unpaid Leave for reasons covered by the New Jersey Family Leave Act of 1990.

11.2: Continuation of Medical Insurance While on Leave of Absence for Illness Without Pay

The coverage of any eligible employee and of his/her dependents during any period of authorized leave of absence for illness without pay, may be continued by the employer for a period of up to three months*. The period would commence following the last month during which the employee receives a salary payment.

If such authorized Unpaid Leave of Absence continues beyond the three months specified above, the employee may continue his or her coverage by paying the premiums, at the PHA's group rate, for up to nine months as noted below. If the employer does not extend the coverage by paying the premiums for the three month period mentioned above, the employee may elect to continue his or her coverage for a maximum of nine months only.

The coverage of any eligible employee and of his or her dependents during any period of leave of absence without pay shall terminate on the last day of coverage period for which premiums have been paid. However, the coverage of the employee and the employee's dependents may be continued by such employee, if the employee shall pay, to his employer, in advance, the total premium required for the employee's coverage and the coverage of the employee's dependents during such period of authorized leave of absence without pay and provided, that no period of such continued coverage exceeds a total of nine months.

11.3: An employee, while on unpaid leave of absence, shall not accrue sick, vacation or Personal Business Days.

11.4: An employee's tenure service, while on unpaid leave of absence, shall be treated according to the New Jersey State Department of Personnel's regulations, namely that tenure shall not accrue for seniority or longevity pay purposes during an unpaid leave of absence.

* Although not included in this collective bargaining agreement, the PHA's current policy regarding Unpaid Leave of Absence provides that in some cases, specifically, a tenured employee in good standing who will definitely return to work after a leave of absence, the PHA may choose to continue to pay for the employee's benefit coverage beyond the three month period up to six months. In accordance with the requirements of the New Jersey Family Leave Act of 1990, the PHA will always pay the medical insurance premiums up to three months for an employee who requests an Unpaid Leave for reasons covered by the Family Leave Act.

11.5: Upon returning to work, the employee is guaranteed his/her same title and salary, but not the same position or assignment.

ARTICLE 12: RETIREMENT LEAVE

12.1: Employees who retire (according to any approved New Jersey Public Employees Retirement System retirement plan), shall receive retirement leave payment one week after retirement.

12.2: Included as part of the retirement leave shall be:

- (a) Three (3) days for each year of employment.
- (b) Vacation leave for the year of retirement as accrued to the point of retirement.
- (c) All unused vacation time.
- (d) All unused personal leave time.

ARTICLE 13: INSURANCE*

13.1: Health Insurance

The PHA agrees to provide either Blue Cross/Blue Shield and Major Medical (1400 Series), or any HMO or PPO offered by the New Jersey State Health Benefits Program to cover all employees, eligible spouses and their eligible dependents, subject to the provisions of the Health Benefits Program; coverage begins 2 months after the employee's date of hire.

13.2: Life Insurance

The PHA will provide life insurance in the following amounts:

- (a) Employees Up to Age 64: \$10,000 life Insurance and
 \$20,000 For Accidental Death
 and Dismemberment.
- (b) Employees Age 65-69: \$6,500 Life Insurance and
 \$13,000 For Accidental Death
 and Dismemberment.

* The PHA and ISWA agree to consider the "pool approach" insurance program currently being developed for the City of Jersey City if and when it is formalized into a workable program and offered to the PHA. It is further agreed that there will be no change in ISWA benefits without reopening collective bargaining and then only if there is agreement by both the PHA and ISWA to make any changes.

- (c) **Employees Age 70 & Over:** **\$2,000 Life Insurance and
\$4,000 For Accidental Death
and Dismemberment.**

13.3: Welfare Fund

(a) Dental Fund

The PHA will pay ISWA, under the Welfare Fund \$21.00 per month, per member for providing a Dental Plan to cover all employees and their eligible spouses, and eligible dependents; coverage begins one month after the employee's date of hire. The basic benefits and payment levels and details of the Open Panel and Closed Panel Dental Plans are contained in Appendix C.

(b) Eyeglass Plan

The PHA will pay ISWA, under the Welfare Fund, \$8.10 per month, per member, for providing Eyeglass Plan Coverage for all ISWA members, their eligible spouses and their eligible dependents; coverage begins one month after the employee's date of hire.

13.4: Prescription Plan

The PHA agrees to pay \$39.75 per employee/per month to provide a prescription plan for employees, their eligible spouses and their eligible dependents, and eligible retirees @ \$3.00 co-payment with a \$1.00 generic drug option (i.e., if the employee/retiree requests generic drugs in lieu of brand-name drugs, there is a \$1.00 co-payment); the coverage begins 3 months after the employee's date of hire.

13.5: Medical Insurance For Retirees

The PHA agrees to pay the PHA's current Medical Insurance Coverage (i.e., Blue Cross-Blue Shield, HMO or PPO) for all Retirees with 25 years or more service in accordance with the Public Employees' Retirement System guidelines.

13.6: Workmen's Compensation

- (a) **The PHA shall provide Workmen's Compensation Insurance coverage for all employees. When an employee is absent from work as a result of a job related injury, he/she shall receive the benefits of such coverage;**

the PHA shall not pay the employee the difference between the workmen's compensation benefits and the employee's full salary. The PHA shall pay the employee an amount equal to the workmen's compensation benefits on regular pay days and the employee, upon receipt of the benefits check from workmen's compensation shall sign over such check to the PHA.

- (b) The PHA also agrees to pay 66 2/3 % of the employee's salary, in those short-term injury cases certified (by PHA Physician) that do not meet the minimum compensation requirement (i.e., one to seven days of authorized absence due to job-related injury).

13.7 Temporary Disability Insurance

The PHA shall provide Temporary Disability Insurance coverage for all employees in accordance with the State of New Jersey Temporary Disability Insurance Program.

ARTICLE 14: VEHICLE USE REIMBURSEMENT ALLOWANCE

All employees who are requested by the PHA, in writing, to use their personal vehicles, as per the referenced categories will be eligible for reimbursement as stated below:

14.1: Category I

Employees authorized to use their personal vehicles for PHA business, on a daily basis and/or for the transport of heavy equipment/tools, and who have averaged in excess of 5,000 miles per year of job-related travel, shall be reimbursed \$2650 per year (paid semi-annually), and will be ineligible for separate mileage payments.

AMENDED
Date 6/19/10
See Amendment

14.2: Category II

Employees authorized to use their personal vehicles for PHA business, on a daily basis and/or for the transport of heavy equipment/tools, and who have averaged 2,000+ - 5,000 miles per year of job-related travel, shall be reimbursed \$1860 per year, (paid semi-annually); and will be ineligible for separate mileage payments.

AMENDED
Date 6/19/10
See Amendment

14.3: Category III

Employees authorized to use their personal vehicles for PHA business, on a daily basis and/or for the transport of heavy equipment/tools, and who have averaged 500 - 2,000 miles per year of job-related travel, shall be reimbursed

AMENDED
Date 6/19/10
See Amendment

\$1,475 per year, (paid semi-annually); and will be ineligible for separate mileage payments.

14.4: Category IV

AMENDED
Date: 6/12/92
By: [Signature]
Employees authorized to use their personal vehicles on a daily basis, and/or for the transport of heavy equipment/tools, and who have averaged under 500 miles per year of job-related travel, shall be reimbursed \$1000 per year (paid semi-annually); and will be ineligible for separate mileage payments.

14.5: Category V

Employees authorized to use their personal vehicles on a sporadic basis for PHA business, and who submit approved voucher sheets, shall be reimbursed at a rate of \$.26 per mile.

14.6: The following motor vehicles rules apply to any employee who is authorized auto allowance for the use of personal vehicles or any employee who is authorized PHA owned vehicles to perform PHA duties:

- (a) The employee is responsible for compliance with all State Motor Vehicles rules and regulations.
- (b) The payment of tickets issued for speeding, parking or any other violation shall be the responsibility of the driver.
- (c) The employee is required to report convictions and chargeable accidents within 24 hours after the occurrence or conviction.
- (d) In the event of a motor vehicle accident the Police Department should be notified immediately and an accident report completed by the employee and submitted to the supervisor.
- (e) No passenger shall be permitted to travel in a PHA owned vehicle unless associated with authorized PHA business.

AMENDED
Date: 6/12/92
By: [Signature]
14.7: The PHA and ISWA agree to defer addressing changes in this clause for the moment; it is the intention of both parties to "reopen" and resolve this issue at the earliest convenience, subject to an on-going, detailed review of related expenses and actual travel experienced.

ARTICLE 15: UNIFORMS

15.1: Uniform sets include authorized work shirts and pants or coveralls/jumpers and work gloves; supplemental uniform sets include rain gear, hard hats, work shoes and parkas.

15.2: All active full-time employees will receive a \$450.00 uniform allowance in 1991. All active employees who are on the payroll as of 3/31/92 shall receive a \$475.00 uniform allowance on April 1, 1992. Active part-time employees will receive a pro-rated uniform allowance, (e.g. \$225.00 for half-time employees in 1991 and \$240.00 for half-time employees in 1992).

"Active employees" exclude those bargaining unit members who are on unpaid leaves of absence, workmen's compensation or temporary disability as of 3/31/92; in such cases, the employee is not eligible for the uniform allowance until he/she returns to regular attendance, at which time he/she receives a pro-rated amount based on his/her return to work date.

15.3: The PHA and ISWA agree that the employee shall be responsible for the maintenance, care and safety of uniform sets and supplemental work items of clothing as identified above.

(a) If uniform or supplemental sets are damaged, soiled, lost or worn beyond repair, within the one year period, replacement of such will be the responsibility of the employee.

(b) If the uniform sets or supplemental sets are stolen from the PHA locker, it is the responsibility of the employee to formally report the theft to the Jersey City Police Department. Upon receipt of the police incident report, the PHA will replace items reported stolen.

15.4: The PHA and ISWA agree that employees shall be required to report to duty with said uniform and supplemental sets. Failure to do so will result in progressive disciplinary measures, which are listed in APPENDIX D.

15.5: New employees, serving a 90 day probationary period, will be issued rain gear, hard hats and work gloves on the first day of employment, as a condition of employment.

Upon successful completion of the probationary period, the employee shall be issued pro-rated uniform allowance (retroactive to the first day of employment) and will be granted a period of two (2) weeks to obtain the uniform. Thereafter, employee shall be subject to uniform policy and procedure.

- 15.6:** Supplemental uniform sets to include rain gear and hard hats shall be returned to the PHA upon completion of service to the Agency. Failure to accomplish such requirement, that is the return of such items in satisfactory condition, shall result in the PHA making a payroll deduction for the cost of such items not returned as required.

ARTICLE 16: TOOLS

- 16.1:** The PHA agrees to provide all supplemental tools, not included in the basic tool kit, which it deems necessary to complete all assigned tasks. The PHA, not the employee, shall determine departmental need for "appropriate tools".
- 16.2:** All tools issued by the PHA other than the basic tool kit shall remain the property of the PHA and shall remain at the PHA. Such tools may not be used for personal reasons by the employee at any time.
- 16.3:** The PHA shall replace all tools (not included in the basic tool kit) which may become damaged through standard use and normal wear and tear.
- 16.4:** All tools issued by the PHA shall be returned to the PHA upon completion of service to the PHA. Such tools must be returned in clean and workable condition prior to departure. Failure to accomplish such requirement, that is the return of all tools in workable condition, shall result in the PHA making a payroll deduction for the cost of all such items not returned as required.
- 16.5:** All new hires to the trade categories shall be required, as a condition of employment, to supply his/her basic tool kit within two (2) weeks following date of hire.
- 16.6:** The PHA will provide the first tool kit to employees promoted to a trade category.
- 16.7:** All employees shall be responsible for the replacement of basic tool kit items which may become damaged through standard use and normal wear and tear.
- 16.8:** The PHA and ISWA agree that the employee shall be responsible for the maintenance, care and safety of basic tool kits and supplemental tools.
- Exception:** Theft of basic tools and/or Supplemental tools from PHA locker or PHA authorized vehicle will be replaced by PHA upon receipt of formal police incident report. It shall be the responsibility of the employee to report such to the police and

a copy of incident report which lists items stolen from locker or vehicle.

- 16.9: It shall be the responsibility of the employee to replace tool kit items and/or supplemental tools, damaged or stolen while on the job, due to the carelessness or negligence of the employee.
- 16.10: The PHA and ISWA agree that the employees shall be required to report to duty with basic tool kits and supplemental tools issued. Failure to do so will result in progressive disciplinary measures listed in Appendix E.

ARTICLE 17: SAFETY

The PHA agrees to organize and schedule safety seminars for employees and to allow employees to attend the seminars during regular working hours in the amount of one full day.

ARTICLE 18: TRAINING/EDUCATION/APPRENTICESHIP REIMBURSEMENT PROGRAM

- 18.1: The PHA agrees to establish a training/education reimbursement fund, for the purpose of reimbursing any "employee in good standing" for courses taken during the term of this contract.

"Good standing" for the purpose of this clause shall be defined as no Time and Attendance failures or pending disciplinary charges or completed disciplinary actions within the six month period prior to the request for training reimbursement; (if there are pending disciplinary charges and those charges are dismissed, the employee will become eligible for training reimbursement). In the event of ineligibility, the employee will become eligible six months after the initial request was submitted, provided that there have not been any additional Time and Attendance failures or pending charges or completed disciplinary actions during that time.

- 18.2: The following reimbursement schedule establishes the amount an employee may receive:

The PHA will reimburse an employee for 100% of the cost of a course if the employee is required to attend, 75% of the cost of a course which the employee chooses to take which is job related, and 50% of the cost of a course which the employee chooses to take which is not job-related but is PHA related. Required procedures regarding reimbursement for courses are listed in APPENDIX F.

18.3: Vocational Training:

Any employee serving in a trade helper title who is not yet eligible to serve in a related Apprentice title, may attend vocational training in his/her respective title at Hudson County Vocational Technical School or any other County Vocational School approved by the New Jersey State Division of Apprenticeship. Required procedures regarding payment for the vocational training are listed in APPENDIX F.

18.4: Vocational Training Increase/Bonus:

An employee who is not yet eligible for an apprentice title who takes a course directly related to his/her trade, will receive a \$200. salary increase for each semester successfully completed, unless the employee is at Maximum Salary for his/her title, in which case he/she will receive the amount over maximum as a bonus.

AMENDED

18.5: The PHA and ISWA ~~are~~ ^{are} still working through implementation of the agreed upon Trade Apprenticeship Program; it is agreed to finalize the program and begin implementation as soon as possible. ^{See Amendment}

ARTICLE 19: PROMOTIONAL PAY & SUBSTITUTE PAY SYSTEM

19.1: Promotional Pay

- (a) When an employee is promoted to a higher title, he/she receives either:
 - a) annual salary increase of \$1300 per level, or b) the minimum salary of the higher title, whichever is greater*.
- (b) The salary increase is effective the first day of the promotion.
- (c) The PHA and ISWA have agreed to limit the length of time which the PHA may consider disciplinary actions and T&A failure for purposes of reviewing a promotional job bid.

It is agreed that added to the current practice of considering qualifications and then seniority for promotional job bids, there shall be a definition of "Good Standing" as part of the qualifications, as follows:

*If an employee has, in the past, been demoted, either voluntarily, for cause, or in lieu of lay-off, and is promoted back to his/her former position at a later date, the employee receives the salary in the higher title that is the same percentage of the title's maximum salary that he/she was receiving in the higher title prior to the demotion.

For the employee to be given position consideration for a promotional job bid, he/she shall not have had any disciplinary action taken and completed or time and attendance failures during the time frames and for the level of position in accordance with:

Promotional Level	<u>Consideration of Disciplinary Action</u> (in months)		
	<u>Very Serious</u> (12+ Days)	<u>Serious</u> (6-11 Days)	<u>Less than Serious</u> (5 Days or less)
Supervising Mnt. Rep./Trade Supervisor	24	18	12
All Other Titles	18	12	9
Clerk Driver/ Exterminator/ Lead Paint Insp. Repairers/ Sr. Clk. Typist/ Trade Helper	12	9	6

It is specifically agreed that the PHA's consideration of past disciplinary actions will be limited to the above time frames by position being sought. For example, if an employee was bidding for a "supervisory" promotion, in the PHA's first consideration of his/her "qualifications", if a disciplinary action occurred longer ago than 24 months, for a very serious offense, 18 months for a serious offense and 12 months for a less than serious offense, it will not be considered by the PHA and the employee will be considered in "Good Standing". This limitation is no way intended to pre-guarantee the result of job bids, one way or another.

19.2: Substitute Pay

An employee, while temporarily working in a title one or more levels higher, or while substituting for an absent employee, receives a salary increase for the period of time of either a) \$25 per week/per level or b) the difference between his/her salary and the minimum salary of the higher title, whichever is greater, pro-rated on a weekly basis, subject to the following:

- (a) To be eligible for Substitute Pay as described above, the employee must be designated and authorized to work a full work day in the higher title by the immediate supervisor.
- (b) The higher substitute title must be an approved PHA position.
- (c) The employee's adjusted salary must be within the Salary Range of the higher title; i.e. not less than the Minimum nor more than the Maximum.
- (d) Substitute assignments may not exceed a total of 150 consecutive days; prior to 150 days the PHA will either follow standard Posting procedures or eliminate the temporary position/assignment. The effective date of this provision and of beginning to count the "150 days" will be January 4, 1992.
- (e) Upon return of the "absent" employee, or elimination of the need for the substitute level of work, all employees return to their original positions/titles/salaries and ranges.
- (f) The PHA will notify ISWA of long-term substitute appointments (more than 3 weeks vs a few days); if ISWA has any objections, they will be raised within 10 days of the notice and discussed/resolved with the PHA; if there are any unresolved issues they will be dealt with through the grievance procedure.
- (g) In the event that an ISWA member is designated to temporarily "sub" up to a HASU position, and the employee voluntarily accepts the temporary assignment, the above provisions 1 -6 still apply. However, the employee will also be temporarily subject to HASU rules and regulations (including but not limited to : hours of work, ranges, overtime provisions etc.).

ARTICLE 20: LONGEVITY PAY

20.1: All employees shall receive longevity payments in addition to their base salary as provided below.

20.2: Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service:	\$300
After ten (10) years of service:	500
After fifteen (15) years of service:	700
After twenty (20) years of service:	900
After twenty-five (25) years of service:	\$1,000

ARTICLE 21: SALARY INCREMENTS

21.1: An "Employee in Good Standing" who is not receiving maximum salary for the title in which he/she is currently serving shall receive a salary increment in accordance with the schedule below.

"Good Standing" for the purpose of this clause shall be defined as no Time and Attendance failures or pending disciplinary charges or completed disciplinary actions have occurred within the six month period prior to the scheduled increments; (if there are pending disciplinary charges and those charges are dismissed, the employee will become eligible for his/her increase retroactive to the scheduled increment date).

If an employee is not in "Good Standing", he/she shall not receive the scheduled increment, which will be withheld for a six month period. If at the end of the six month period, there have not been any additional Time and Attendance failures or pending disciplinary charges or completed disciplinary actions, the employee will then be issued the increment he/she would have otherwise received six months prior; (if there are pending disciplinary charges and those charges are dismissed, the employee will become eligible for his/her increase retroactive to the adjusted increment date). The employee's evaluation schedule will be reinstated from the point of increment receipt.

An employee is not eligible for any increments until after he/she has completed one full, uninterrupted year of PHA employment; the first day of "initial eligibility" for increments is one year after the date of initial employment.

Thereafter:**(a) 1st Year of Eligibility**

Six months from the date of initial eligibility, an employee shall receive \$1,040;

(b) 2nd Year of Eligibility

1 1/2 years from the date of initial eligibility (or 1 year from receipt of the most recent increment) an employee shall receive \$1,040;

(c) 3rd Year of Eligibility

2 years from the date of initial eligibility (or 6 mos. from receipt of the most recent increment) an employee shall receive either 1/2 the remaining difference between his/her actual salary and the maximum of the relevant title or \$1,040., whichever is greater;

(d) 4th Year of Eligibility

3 years from the date of initial eligibility (or 1 year from receipt of the most recent increment) an employee shall receive the remaining difference between his/her actual salary and the maximum of the relevant title.

21.2: "Special Increment Cases" Agreement:

It was recognized that approximately 30 employees who completed the Increment System and achieved Maximum within their respective Ranges again fell below Maximum due to an anomalous and unintentional effect of the terms of the '88, '89 and '90 contracts. Specifically, because all of the contract increases for the respective years were calculated on the '88 base salary, the affected employees did not keep pace with the new Maximums of their range in title and fell below Maximum in range, but had no way to reach it, since they had completed the Increment System. The PHA/ISWA agreed to resolve this situation by bringing the affected employees back to the Maximum of their title on or about the 2nd week of February, 1992.

If this situation again arises, i.e. an employee who reached Maximum and completed the Increment System again falls below Maximum in title for any reason, he/she will be brought to and continued at the prevailing Maximum of the title range.

AMENDED

Date 6/8/92

See Amendment 2

ARTICLE 22: SALARY RANGE INCREASES

- 22.1: The Salary Range Minimums of all ISWA titles shall be maintained at their current amount.**
- 22.2: The Salary Range Maximums of all ISWA titles shall be increased by the amounts of the agreed upon salary increases listed in Article 23, including salary ranges for titles where there are no individual employees at Maximum at a given time.**

ARTICLE 23: SALARY INCREASES

The PHA and ISWA agree to the following schedule of salary increases for eligible bargaining unit members:

- (a) Active bargaining unit members are to receive a 3.5% increase retroactive to April 1, 1991 calculated on the employee's base salary of 3/31/91, to be paid on or about the 2nd week of December, 1991.
- (b) Active bargaining unit members are to receive a 2% increase effective January 4, 1992, calculated on the employee's base salary of 3/31/91.
- (c) Active bargaining unit members are to receive a 3% increase effective April 1, 1992, calculated on the employee's base salary of 3/31/92.
- (d) Active bargaining unit members are to receive a 2.5% increase effective January 2, 1993, calculated on the base salary of 3/31/92.
- (e) The PHA/ISWA agree to reopen negotiations on or about 4/1/93.

Note: The reference to "active" employees excludes those bargaining unit members who are on an approved unpaid leave of absence, Worker's Compensation or Temporary Disability on any of the scheduled dates listed in Article 23 above. In such cases, the employee is not eligible for a salary increase until he/she returns to regular attendance. In all cases, however, the scheduled salary increase in any given year shall be calculated on the employee's salary from the previous year, with the sole exception of subsequent "new hires", who shall receive increases when eligible based upon their current salary.

PHA employees, who would otherwise be eligible for a scheduled salary increase, but have not yet completed their probationary period, shall not receive the increase until successfully completing the 90 day (or

extended) probationary period. If and when they do, they will receive the increase for which they otherwise would have been eligible, retroactive to their date of hire.

ARTICLE 24: WEEKLY RATE

All employees weekly salaries shall be calculated by the following formula:

$$\frac{\text{Annual Salary} \times 7}{365.25} = \text{Weekly Salary Rate}$$

ARTICLE 25: DUES CHECK OFF

- 25.1: The PHA hereby agrees to deduct from the salaries of its employees, including part-time employees, subject to this Agreement, dues for ISWA. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A., R.S. 54:14-14.9 (e), as amended. Said monies, together with records of any corrections shall be submitted to ISWA by the fifteenth (15th) day of each month following the pay period in which the deductions were made.
- 25.2: If, during the life of this Agreement, there shall be any changes in the rate of membership dues, ISWA shall furnish the PHA with written notice prior to the effective date of such change and shall further furnish to the PHA authorized documentation showing the authorized deduction for employees in ISWA.
- 25.3: ISWA shall provide the necessary "check-off authorization" forms and deliver the signed forms to the PHA. ISWA shall indemnify, defend and save the PHA harmless against any and all claims, demands, suits or other action taken by the PHA in reliance upon the salary deduction authorization cards submitted by ISWA to the PHA.
- 25.4: The PHA agrees to deduct for ISWA an amount equal to 85% of Union dues, from non-union members in accordance with "Representation Fee In Lieu of Dues", N.J.S.A. 34:13A - 5.5 to 5.9.

ARTICLE 26: UNION REPRESENTATIVES

- 26.1: ISWA shall designate one (1) shop steward at each site and notify the PHA in writing of such designation. There shall be no more than one (1) meeting of shop stewards per month on work time and then to maximum of three (3)

hours. Meetings shall be scheduled on a designated pre-arranged time. The shop stewards must inform their supervisors of the meeting at least forty (40) hours in advance.

- 26.2. The President and Chief Shop Steward or Assistant to the Chief Shop Steward shall be allowed to conduct Union business at reasonable times provided that the immediate supervisor of each grants permission. Such permission shall not be arbitrarily denied.

The President and Chief Shop Steward or Assistant to the Chief Shop Steward shall be allowed to conduct Union business at reasonable times provided that the union official submits completed request form and receives written authorization from immediate supervisor.

- 26.3: One ISWA official be granted time off with pay to attend State meetings and State legislative sessions when there are items related to labor/management.

- 26.4: The PHA and ISWA agree to the establishment of a joint labor/management Grievance Committee. The Committee shall consist of not more than five regular representatives from ISWA and three representatives from Management.

(a) The purpose of the Committee shall be

- ... to discuss equitable solutions to the problems which may arise affecting the terms and conditions of employment in an effort to resolve potential grievances.
- ... to report, discuss and make recommendations concerning the improvement or modification of conditions which may be hazardous to the health and safety of employees.
- ... to review applications for training and apprenticeship program reimbursements and make recommendations for approval of such.
- ... to discuss and review by mutual agreement matters considered important by either ISWA or PHA.

(b) The procedure for Committee meetings shall be as follows:

... Meetings shall be held once a month at a mutually agreed upon date and time.

... An agenda including matters to be discussed should be exchanged by both parties one week in advance of scheduled meeting.

Note: Matters taken up at the meeting shall be limited to those included in the agenda.

... Members of the Committee shall remain constant.

... If ISWA/PHA mutually agree to the resolution of a dispute, ISWA agrees that no grievance shall be filed on the issue.

ARTICLE 27: BULLETIN BOARD

The PHA agrees to place at each site a Bulletin Board for ISWA use.

ARTICLE 28: JOB POSTING

28.1: In the event of an opening or the establishment of a new position, the ISWA Shop Steward and President shall be notified of such opening or new position and such shall be posted on the bulletin board at each site and office for a period of five days so that those qualified may apply. The Job Posting shall include: title, salary range, job description and requirements.

28.2: The PHA agrees to discuss the qualifications of interested employees with ISWA provided that:

(a) It is agreed and fully understood that "discuss" does not equal "negotiate" in any manner, shape or form.

(b) The ISWA Committee is readily available.

(c) The members of the ISWA Committee remain constant, i.e., at least four or five members per year.

(d) If the PHA accepts ISWA's recommendation to promote an employee to a position, ISWA shall not file a grievance on behalf of any other party.

- 28.3: If a posted position has not been acted upon (bids accepted and employee appointed) within ten days after the closing date, the PHA shall meet with and/or advise ISWA of the status of the posting, including the nature and/or purpose of the delay.

ARTICLE 29: TRANSFERS

- 29.1: Employees shall not be transferred involuntarily from one site to another except for good cause.
- 29.2: "Good Cause" shall mean that such employee is needed because of staff shortages, vacations, illness or the like at another site or on another shift.

ARTICLE 30: STAFFING

- 30.1: There shall be no hiring by the Authority of "per diem" employees (Day Worker) except when there is a full complement of workers, except for emergency/short term positions; such contracting with temporary employment agencies shall only be used to substitute temporarily for employees who are away from work on leave (sick/vacation/funeral leave, etc.).

The PHA hires per diem Day Workers to either temporarily replace Building Maintenance Workers (who are absent due to an approved Leave of Absence, Workers Compensation injury or extended sick leave) or to staff short-term grant programs, site construction and/or security details, emergencies and/or special clean-up crews. (Day Workers are paid less than equivalent PHA full-time employees and do not receive any benefits).

ISWA was concerned that there were no formalized limits to how long Day Workers could be retained thus potentially undermining contract salary and benefit provisions, notwithstanding that such has not been the case to date. It was agreed to formally limit the amount of time for which the PHA could employ a Day Worker to 150 days.

A Day Worker employee may be employed for a maximum of 150 days; at or before the 150 day limit, the PHA must either appoint or dismiss the Day Worker and either fill the temporary position with an appointment to a PHA position or abolish the position.

- 30.2: Both parties agree to make every effort to fill positions by implementing Section 3 of the Housing & Urban Development Act of 1974 PL90-448, (Employment of Residents).

- 30.3: There shall be no lay-offs, demotions or salary loss in title for any existing member of the bargaining unit due to the future, direct or indirect actions of the Resident Management Corporations' Boards.**
- 30.4: The Resident Management Corporations' Boards shall not be allowed to let any contracts to perform work currently executed by bargaining unit members.**
- 30.5: The line of authority to Building Maintenance Workers, Firemen, Maintenance Repairmen, Senior Maintenance Repairmen, Painters and Associated Helpers is and shall remain as follows: The Manager supervises the Foreman and the Foreman supervises the above. The "Building Managers/Captains" have no supervisory authority over these maintenance personnel. Resident Management Corporation employees report to the Manager either directly or indirectly or through an Assistant Manager or Social Coordinator. This clear delineation of lines of authority is specifically intended to avoid any confusion regarding accountability.**

ARTICLE 31: PART-TIME EMPLOYEES

- 31.1: All regular part-time employees are eligible for all benefits, excluding life insurance, provided above on a pro-rated basis, and are subject to all rules and regulations noted above.**
- 31.2: All regular part-time employees are eligible for all salary increases provided in Article 23 above; the rate of the salary increase will be pro-rated for part-time employees. (For example, if the agreed upon salary increase is 3%, then the part-time employee who works half time receives 1.5% increase).**

ARTICLE 32: SEPARABILITY AND SAVINGS

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof.

ARTICLE 33: AMENDMENTS

It is agreed to between the parties that this contract may be amended or modified provided both parties agree to such amendment or modification and provided such amendment or modification is reduced to writing and signed by each party.

ARTICLE 34: DURATION OF AGREEMENT

This Agreement shall be in full force and effect through March 31, 1993 with a re-opening date of April 1, 1993. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminated this Agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey on this 19th day of June, 1992.

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY:

By: [Signature]
Robert J. Rigby, Jr., Executive Director
Witness: [Signature]
Donna M. Brady, Personnel Officer

INTERNATIONAL SERVICE WORKERS OF AMERICA, LOCAL #101:

[Signature]
Ralph Perfetto, President
[Signature]
Fred Parson, Vice President
[Signature]
ROBERT BRUNNER SR. - SEC

*Sworn and subscribed before me on the 19th day of June 1992.
Alex Hernandez*

ALEXIS HERNANDEZ
NOTARY PUBLIC OF NEW JERSEY
ID # 20 82064
My Commission Expires Oct. 28, 1995

ISWA/PHA UNION CONTRACT

**APPENDIX A
TITLES EXCLUDED FROM THE ISWA BARGAINING UNIT:**

Accountant

**Assistant Director, Dept. of Central Maintenance & Heating Plants
(Assistant Maintenance Superintendent/Senior Electrician)**

**Assistant Director of Management
(Director of Staff Operations)**

Assistant Executive Director: Operations

Assistant Executive Director: Redevelopment, Section 8 and Personnel

Chief Accountant

Chief Architect

**Chief Data Processing Officer
(Chief of Research and Program Development)**

Chief Maintenance Engineer (Chief, Modernization Operations)

Community Organization Specialist

Confidential Secretary to Executive Director

Congregate Services Coordinator

Development, Assistant Director

**Dir., Dept. of Accounting & Finance
(Director of Administration)**

**Dir., Dept. of Central Maintenance and Heating Plants
(Maintenance Superintendent)**

**Dir., Dept. of Engineering & Construction
(Director of Development)**

Dir., Dept. of Management

**Dir., Dept. of Tenant Organizations & Services
(Chief, Community Organization Specialist)**

(): Reflects Civil Service title equivalent to PHA title.

JCHA-ISWA Collective Bargaining Agreement

Appendix A - Continued

Engineering Officer: Maintenance (MOD Officer)

Executive Secretary (Administration)

Housing & Development Analyst: Financial

Housing Manager

Personnel Officer

Personnel Specialist (Personnel Technician)

Principal Community Organization Specialist

Principal Engineer, Civil

Principal Systems Analyst/Research Supervisor

Program Coordinator, Community Center

Public Housing MOD Specialist

Purchasing Assistant (Administrative Analyst)

Redevelopment Assistant

Redevelopment Assistant Director

Relocation Officer

Risk Manager (Claims Investigator)

Security & Counseling Officer; Anti-Drug Program, P.T.

Senior Housing Manager

Student Assistant

Technical Assistant, Development

Tenant Relations Assistant

Warehouse Supervisor

Youth Opportunity Coordinator

(): Reflects Civil Service title equivalent to PHA title.

ISWA/PHA UNION CONTRACT

APPENDIX B

PROCEDURES FOR ASSIGNING OVERTIME WORK

Overtime shall be awarded in accordance with a (time keeping) seniority list among employees qualified to perform the work at the particular site where applicable. Any employee refusing overtime shall be charged with the hours of overtime work available to them.

- (1) Overtime work within the employee classification will be apportioned on the above basis. However, when it is necessary for employees to work on an emergency job, those employees having started the work shall be permitted to finish the work.
- (2) An employee must complete his/her 90-day probationary period before going on the overtime list.
- (3) Charging of regularly scheduled overtime reflects the following:

@ time and half pay, the employee is charged each hour worked; @ double time pay, the employee is charged 1 1/2 hrs. worked.

Example:	Worked	Charged
Time & one half	4 hrs.	4 hrs.
Double Time	4 hrs.	6 hrs.

- (4) Overtime lists will run concurrently from year to year.
- (5) An employee on a Leave of Absence/Sick/Personal Business days will receive an average of overtime worked in his/her absence.

JCHA PP (confirming)

Date: 7/22/92

ISWA [Signature]

Date: 7-22-92

ISWA/PHA UNION CONTRACT

APPENDIX C

DENTAL PROGRAMS

Basic Benefits

Diagnostic - Procedures, such as examinations and x-rays, to assist the dentist in evaluating the existing conditions to determine the required dental treatment. Examinations are allowable at most, once every six months.

Preventive - Procedures to assist in preventing oral disease including: Prophylaxis once every six months; Topical application of fluoride solutions to age 19; Space maintainers.

Oral Surgery - Procedures for extractions and other oral surgery including pre- and post-operative care. General anesthesia when administered by a dentist in conjunction with oral surgery performed by a dentist.

Restorative - Procedures for pulpal therapy and root canal filling.

Emergency Care - Necessary palliative treatment for minor dental pain.

Prosthetic Benefits - Procedure for construction of bridges, partial and complete dentures, crowns, inlays/onlays, and gold restorations. Adjustments or repair of existing prosthetic appliances.

Orthodontic Benefits - Procedures performed for eligible dependent children involving the use of an orthodontic appliance for treatment of malalignment of teeth and/or jaws which significantly interferes with their functions.

A. Closed Panel Dental Program

Dentist:

**Dr. John Vitale
266 Old Bergen Road
Jersey City, New Jersey 07304
Phone: (201) 434-4266 or (201) 434-3492**

JCHA-ISWA Collective Bargaining Agreement

APPENDIX C - continued

A. Closed Panel Dental Program (cont'd)


Benefit:	Coverage:
Preventive, Diagnostic, Restorative, Extractions, Endodontics	100%
Prosthetics	100% *
Periodontics	100% **
Orthodontics	\$600 Patient Pays


B. Open Panel Dental Coverage

Benefit:	Coverage:
Preventive/Diagnostic (X-rays, exams, cleaning)	100%
Treatment/Restorative (Fillings)	80%
Periodontia (Gum Treatment)	80%
Orthodontia (Braces) (\$1,000 @ 5 yr. max.)	80%
Prosthodontia (Bridges, Dentures)	50%
Crowns (Caps)	50%
Oral Surgery	80%
General Service Maximum (per individual)	\$1,300 Annual
Choice of Dentist	Open

* : Closed Panel will bill PHA \$50 per unit, upon receipt of certification of treatment.

** : Closed Panel will bill PHA up to \$400 per member/dependent treated for procedure, upon receipt of certification of treatment.

 Date: 7/22/82
JCHA

 Date: 7-22-82
ISWA

ISWA/PHA UNION CONTRACT

APPENDIX D

UNIFORMS

The PHA and ISWA agree that employees shall be required to report to duty with said uniform and supplemental sets. Failure to do so will result in the following progressive disciplinary measures:


1st Offense: Employee shall be issued a Written Warning and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate uniform.

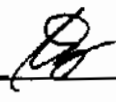
2nd Offense: Employee shall be subject to a two (2) day suspension and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate uniform.

3rd Offense: Employee shall be subject to a four (4) day suspension and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate uniform.

4th Offense: Employee shall be subject to a six (6) day suspension and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate uniform.

5th Offense: Employee shall be subject to Termination and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with the appropriate uniform.

JCHA  (confirming)

ISWA 

Date: 7/22/92

Date: 7-22-92

ISWA/PHA UNION CONTRACT

APPENDIX E

TOOLS

The PHA and ISWA agree that the employees shall be required to report to duty with basic tool kits and supplemental tools issued. Failure to do so will result in the following progressive disciplinary measures:


1st Offense: Employee shall be issued a Written Warning and shall be directed to obtain the missing tool items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate tools.

2nd Offense: Employee shall be subject to a two (2) day suspension and shall be directed to obtain missing tool items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with the appropriate tools.

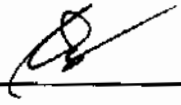
3rd Offense: Employee shall be subject to a four (4) day suspension and shall be directed to obtain the missing items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate tools.

4th Offense: Employee shall be subject to a six (6) day suspension and shall be directed to obtain the missing items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate tools.

5th Offense: Employee shall be subject to Termination and shall be directed to obtain the missing items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate tools.


JCHA

Date: 7/22/92


ISWA

Date: 7.22.92

ISWA/PHA UNION CONTRACT

APPENDIX F

TRAINING REIMBURSEMENT PROGRAM

1. Tuition Reimbursement

- (a) Prior to registration, employees shall notify the Personnel Department of planned courses and confirm, at that time, the percentage of reimbursement to be paid. Employees shall be required to submit, at that time, copy of the course outline/ description so that the appropriate determination regarding reimbursement may be made.

The PHA will determine if the school or agency is a recognized educational institution, which the PHA approves for the purposes of tuition reimbursement. (An institution could be disapproved if, for example, the cost of tuition was too high, or if it did not have a reputation as a qualified school or training agency).

The PHA judges the "relatedness" of the course based on whether or not the knowledge, skills or information gained will enhance the employee's productivity at the PHA; for example, a real estate course, designed to secure a real estate license, would not be approved because such knowledge would not be used for PHA work.

Any disputes may be referred to the Grievance Committee for review and discussion.

- (b) Upon successful completion of course, the employee shall submit a copy of the transcript/grade (showing successful completion of the course) and a receipt of payment made for the course, and receipts for required texts and listings of titles, to the Personnel Office. Reimbursement cannot be processed until all of the above referenced documents are on file. Upon receipt of such documentation before the monthly submission deadline for the Board of Commissioners' meeting, payment will be made on the Friday following the Board meeting.
- (c) Employees who receive special educational grants and/or scholarships from 3rd party sponsors, will be ineligible for that portion of tuition cost covered by the grants. The difference between the grants received and tuition cost for purposes of PHA reimbursement (e.g. course @\$1,000; grant received @\$500; PHA-related courses reimbursed @ \$250).

APPENDIX F - Continued

2. Vocational Training

- (a) The PHA agrees to pay the County Schools directly for courses taken in conjunction with the trade-related course curriculum.**
- (b) Prior to registration, employees shall notify the Personnel Department of planned course; at that time, authorization letter will be provided the employee for formal registration with the school.**
- (c) Subsequent to registration, employees may submit listings of required text for courses and receipt of payment for such to be reimbursed for book fees.**
- (d) The employee shall reimburse the PHA the full cost of any course for which he/she registers, but does not pass and complete. Any employee who does not complete such a course must pay for any course taken thereafter, and will be reimbursed by the PHA upon verification of successful completion of the course. This "reimbursement only" policy (vs. up-from payment) will remain in effect until the employee successfully completes three courses. (If an employee receives an "incomplete" due to serious personal reasons for absence, the PHA will not require reimbursement).**

[Handwritten Signature]

 JCHA

Date: 7/22/92

[Handwritten Signature]

 ISWA

Date: 7-22-92

AGENDA	4
ITEM #	
BOARD MEETING DATE	1-1-92

RESOLUTION AUTHORIZING AMENDMENTS TO THE JCHA-INTERNATIONAL SERVICE WORKERS OF AMERICA, LOCAL 101 (ISWA) COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the the JCHA and the ISWA Local 101 signed a collective bargaining agreement for the two year period 4/1/91 - 3/31/93 (in December of '91, retroactive to 4/1/91); and

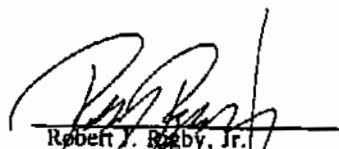
WHEREAS, two provisions of the contract, specifically Vehicle Reimbursement and the Apprenticeship Program, were held in abeyance pending additional negotiations; and

WHEREAS, a new issue regarding the Increment Clause also arose in the interim; and

WHEREAS, the JCHA and ISWA negotiating teams have reached agreement regarding the resolution of these three referenced issues, as per the attached three Amendments; and

WHEREAS, approval of the negotiating teams' agreement is in the best interest of the JCHA's effective administration and operations and in the best interest of employee equity;

NOW THEREFORE BE IT RESOLVED by the JCHA Board of Commissioners that the three Amendments here attached, specifically, #1-14 re: Vehicle Reimbursement, #2-21 re: the Increment Clause and #3-18 re: the Apprenticeship Program are hereby authorized for adoption under the JCHA-ISWA Collective Bargaining Agreement, subject to Legal Counsel opinion.


Robert J. Rogby, Jr.
Secretary/Executive Director

JCHA/ISWA. LOCAL 101

COLLECTIVE BARGAINING AGREEMENT 4/1/91 - 3/31/93

AMENDMENT #1-14

Change title from "Auto Allowance" to "Vehicle Use Reimbursement Allowance".

Replace 14.1 through 14.4 as follows:

14.1 Category I

Employees authorized to use their personal vehicles for PHA business on a daily basis, who average 4,000 or more miles per year of job related travel * shall be paid a vehicle use reimbursement allowance of \$2,300 per year, paid semi-annually on April 1 and October 1 (The basis of the Category Allowances are outlined in a JCHA-ISWA joint memo and is available in the Personnel Office). Employees paid under this category are ineligible for individual mileage reimbursement.**

* "Average" mileage will be checked once every two years by recording actual mileage logged for a 6 week period and then projecting the 6 week data for the year. The mileage projection, rounded to the nearest 10's integer, will determine employee "Category". If a particular employee's mileage varies seasonally and the "6 week" period ref. above is unreflective of annual averages, (either more or less) the PHA, with the concurrence of ISWA, will adjust accordingly, either by Dept. head certification and/or additional employee logged mileage data. For new employees, authorized to and who use their vehicles for job-related business, mileage will be logged for a 6 week period prior to any payment and thereafter the employee will be placed in the appropriate Category and paid accordingly.

** Also, if an employee is only authorized to use his/her vehicle for a portion of the year, e.g. started or ceased during the year, or in fact does only use his/her vehicle for a portion of the year due to an unpaid Leave of Absence, the reimbursement allowance will be accordingly pro-rated.

14.2 Category II

Employees authorized to use their personal vehicles for PHA business on a daily basis, who average between 2,000 and 3,994 miles per year of job related travel* shall be paid a vehicle use reimbursement allowance of \$1,680 per year, paid semi-annually on April 1 and October 1; (the basis of the Category Allowance are outlined in a JCHA-ISWA joint memo and are in the Personnel Office). Employees paid under this category are ineligible for individual mileage reimbursement.**

14.3 Category III

Employees authorized to use their personal vehicles for PHA business on a daily basis, who average between 500 and 1,994 miles per year of job related travel* shall be paid a vehicle use reimbursement allowance of \$1,060 per year, paid semi-annually on April 1 and October 1; (the basis of the Category Allowances are outlined in a JCHA-ISWA joint memo and are in the Personnel Office). Employees paid under this category are ineligible for individual mileage reimbursement.**

14.4 Special Equipment Transport Reimbursement Allowance

For employees in the above Categories I, II or III, who are also authorized to and do transport PHA equipment weekly (definition in Appendix), an additional \$575 reimbursement allowance shall be paid (on October 1).


14.4A Transition

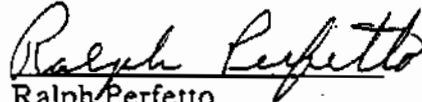
For FYE 3/31/93, the JCHA has already paid the first of the two semi-annual payments (on 4/1) at the (now) former Category allowance rates. The October payments will be adjusted so as to result in involved employees receiving the newly adopted Category allowances for the F.Y. For example-- if an employee is in the new Category II and should receive a \$1,680 al-

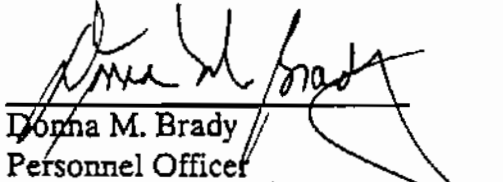
lowance, but because of former allowance rates was paid \$1,125 as the 4/1 semi-annual payment (of the former \$2,250 allowance category), the employee's October payment will be \$555, thus netting \$1,680 for the year.

for: J.C.H.A.

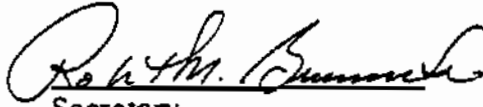
for: I.S.W.A.


Robert J. Rigby, Jr.
Executive Director


Ralph Perfetto
President


Donna M. Brady
Personnel Officer

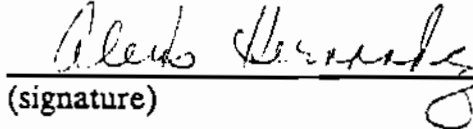

Fred Parson
Chief Shop Steward


Robert M. Brunner
Secretary

Date: 6/19/92

Date: 6-19-92

Sworn and Subscribed before me
on the 19th day of June, 1992,
in the County of Hudson, State of New Jersey.


(signature)

ALEXIS HERNANDEZ
NOTARY PUBLIC OF NEW JERSEY
ID # 20 82064
My Commission Expires Oct. 26, 1995

INTER-OFFICE MEMORANDUM

TO: Robert J. Rigby, Jr., Exec. Dir. DATE: June 17, 1992
FROM: Paul Clemente, Dir. of Central Maintenance
SUBJECT: Negotiations - Auto Allowance, Article #14

AMENDMENT #1-14 (APPENDIX)

Pursuant to our conversation a meeting was held with ISWA Reps. Bob Brunner and Pat Surach on May 5, 1992. After a lengthy discussion an agreement was attained on a working definition for use of heavy equipment, weekly. Heavy equipment will be defined as follows:

SUPERVISING ELEVATOR MECHANIC:

Transports ladders, oil, chain falls, gear pullers, motors, cables, elevator doors, door operators, oxygen and acetylene tank, large wrenches and all other elevator related equipment from site to site; elevator machine sheaves transported to and from machine shop.

SUPERVISING MAINT. REPAIRER: (BOILER RM./PUMP RM. STAFF)

Transports paint, oil, rags, cleaning solvent, compressors, tube punching machine, large wrenches, spare parts and all other boiler room equipment from site to site.

OIL BURNER SERVICE MECHANIC:

Transports motors, oil, piping equipment, large wrenches, compressor, large amounts of spare parts, acetylene cylinder, tube punching equipment and all other oil burner equipment from site to site.

MASON/PLASTERER:

Transports ladders, plaster, lime, sheetrock, sand, gravel, block, brick, cement and all other mason/plastering equipment from site to site.

Any questions, please contact me.

Handwritten signature of Paul Clemente, Dir. of Central Maintenance

JCHA

Handwritten signature of JCHA representative

ISWA

Handwritten signatures of ISWA representatives: Ralph Perfetto, Fred Parson, Bob M. Brunner

Date: 6/15/92

Date: 6-19-92

Notary: Alexis Hernandez

ALEXIS HERNANDEZ NOTARY PUBLIC OF NEW JERSEY ID # 20 82064 My Commission Expires...

JCHA-ISWA COLLECTIVE
BARGAINING AGREEMENT
(4/1/91 - 3/31/93)

AMENDMENT #2 -21

ADD TO PROVISION 21.2: Salary Increments

Additionally it is agreed that if any employee, who had reached maximum in title, but then fell below the maximum in the same title for reasons other than the situation described above or terms of the collective bargaining agreement e.g. the PHA increased the maximum of a title for programmatic reasons, the cases will be treated as follows. The employee(s) will receive half the (newly created) difference between his/her actual salary (the former maximum) and the (new) maximum of the title, or \$1,040, whichever is greater, effective the date of the new maximum. He/she will receive the remaining difference 6 mos. thereafter. The "good standing" requirements of this Article also apply to the above case(s).

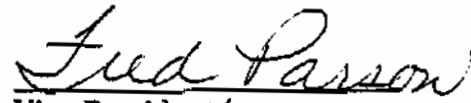
JCHA


Executive Director


Personnel Officer

ISWA


President

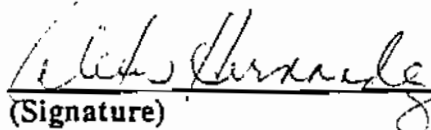

Vice-President/
Chief Shop Steward


Secretary

Date: 6/19/92

Date: 6-19-92

Sworn and Subscribed before me on this 19th day of June, 1992 in the
County of Hudson, State of New Jersey.


(Signature)

ALEXIS HERNANDEZ
NOTARY PUBLIC OF NEW JERSEY
ID # 20 82064
My Commission Expires Oct. 26, 1995

**JCHA - ISWA COLLECTIVE
BARGAINING AGREEMENT
(4/1/91 - 3/31/93)**

AMENDMENT #3 - 18A

Eliminate provision 18.5 which refers to the JCHA and ISWA "working through" an apprenticeship program.

Replace with a new Clause, 18A. "Apprenticeship Program", as follows:

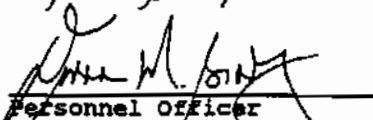
18A.1. The JCHA and ISWA agree to initiate a demonstration Apprenticeship Program in three trades for three Apprentice positions, one in each of the titles.

The description of the program including eligibility, selection, education, experience, training, salaries, steps, scope of work, etc. are described in the Appendix.

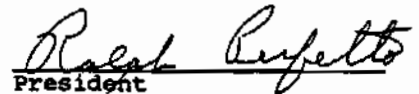
The JCHA and ISWA agree to mutually assess this pilot initiative for a one year period, after which future steps will be negotiated.

JCHA

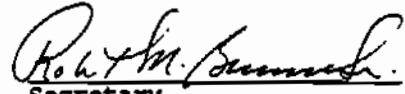

Executive Director


Personnel Officer

ISWA


President

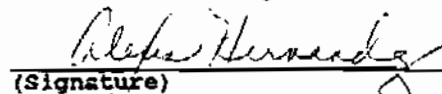

Vice-President/
Chief Shop Steward


Secretary

Date: 6/19/92

Date: 6-19-92

Sworn and Subscribed before me on this 19th day of June, 1992 in the County of Hudson, State of New Jersey.


(Signature)

ALEXIS HERNANDEZ
NOTARY PUBLIC OF NEW JERSEY
ID # 20 82064
My Commission Expires Oct. 26, 1995

JCHA/ISWA, LOCAL 101

COLLECTIVE BARGAINING AGREEMENT 4/1/91 - 3/31/93

AMENDMENT #3 - 18A

APPENDIX

The PHA and ISWA hereby agree to replace Clause 18.5 with Amendment #3-18A as stated in the body of the Collective Bargaining Agreement.

The PHA and ISWA agreed to implement a pilot program for one (1) year in order to test the workability of an apprenticeship program before implementing for all trades.

At the end of the (1) one year testing period, the PHA and ISWA agree to discuss problems and attempt to agree upon a workable apprentice program which would begin as soon as possible thereafter.

It is agreed that three (3) positions will be selected (electrical, plumbing and millwright/electrician) to start at a 4th year apprentice level. (Description in Personnel Office.)

These 4th year apprentices will be able to perform tasks on their own or with a helper, as required; this work will be limited to that covered by courses plus experience previously completed and the immediate Supervisors' judgement that the fourth year apprentice is able to perform assigned tasks.

The Selection Criteria to be used for choosing an apprentice for the purpose of the pilot program is determined by the level of prospective apprentices', education and requirements already met and the immediate need in each given trade, specifically, those Trade Helpers completing trade course work and meeting other basic position requirements.

This Apprenticeship Program consists of standard requirements and regulations necessary to insure appropriate and effective training and to develop skills required of a Tradesman.

Education: High school diploma/GED. Ability to read, write, speak and understand English sufficiently to perform the duties of this position.

Requirements: The PHA, in selecting these apprentices, will consider in order of importance: (1) At least 90% of Trade School course completion. (2) Seniority in title. (3) Work performance in prospective trade.

These apprentice positions will be posted in accordance with the PHA/ISWA contract agreement. Consideration for selection will be given first to Trade Helpers in the same trade, next to Helpers in related trades and then to other PHA employees.

Upon completion of the Apprenticeship Program, there is no guarantee of trade positions being available for appointment. The apprentice must wait until a position becomes vacant or a new position is established.

If for any reason, other than illness, the apprentice fails a course, the apprentice shall be allowed six months to make-up the courses and achieve a passing grade. Failure to do so will result in termination as an apprentice and demotion to a former title and salary. Withdrawals from required course will also result in demotion back to former title. This disciplinary action will not be subject to normal progressive disciplinary sequence; it is an all or nothing program. The apprentice will reimburse the PHA for the cost of courses paid for, but not completed. The apprentice must complete 90% of the required course hours to qualify as passing. A minimum of (144) hrs. for each year of apprenticeship is recommended.

If for any reason, there are no bids for the referenced apprentice positions, the PHA will post the position PHA wide; If no bids are received, the PHA/ISWA will meet and discuss the alternatives. The number of trade groups eligible is at the discretion of the PHA. Apprenticeship posting will include a statement that "upon appointment, one Trade Helper position will be eliminated".

The PHA will pay the apprenticeship school directly for courses taken by employees in conjunction with the Apprenticeship Program; the employee reimburses the PHA the full cost of any course that he/she registers for but does not pass.

Apprentices receive periodic evaluations for course work by their respective schools and are evaluated by PHA supervisors and trade mechanic, for actual work performances and on-the-job training.

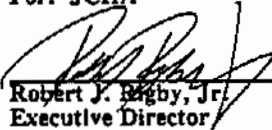
The Apprenticeship Program will run for four (4) yrs. with the fifth year dedicated to code requirements of the trade; 5th year is mandatory.

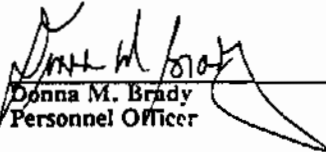
If for any reason a mechanic in any trade cannot be reached for OT, the PHA has the option to use an apprentice. Every effort must be used to secure a mechanic first.

Compensation for apprentices in the pilot demonstration program shall be set at fifty percent (50%) of the difference between the current maximums of trade and trade-helper positions, added to the trade-helper maximum salary. The apprentice will receive one-half of the total increase upon appointment and one-half upon successful completion of "fourth year" apprenticeship. Specific increases are as follows:

Trade	Current Salary	Salary Upon Apprentice Appointment	Salary After Completion Of 4th Year Annl.
Elect./Millwright	\$27,066	\$30,442	\$33,818
Electrician	\$27,066	\$30,442	\$33,818
Plumber	\$27,066	\$30,142	\$33,218

For: JCHA

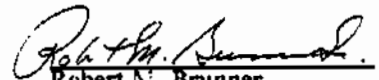

Robert J. Bigby, Jr.
Executive Director


Donna M. Brady
Personnel Officer

For: ISWA


Ralph Perfetto
President

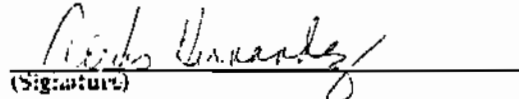

Fred Parson
Chief Shop Steward


Robert N. Brunner
Secretary

Date: 6/9/92

Date: 6-19-92

Sworn and Subscribed before me on this 10th day of June 1992 in the
County of Hudson, State of New Jersey


(Signature)

ALEXIS HERNANDEZ
NOTARY PUBLIC OF NEW JERSEY
ID # 20 82084
My Commission Expires Oct. 28, 1995